

## LAW OFFICE OF MARK LEVY

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OF COUNSEL

February 16, 2019

### NOTICE OF TERMINATION

This is pursuant to the Licensing Agreement between Griffen Security LLC (collectively, with its subsidiaries, affiliates and Representatives, the "Licensee"), and Bobbie Thompson, Markeith Boyd and Shirley Lorraine Boyd, owners of U.S. Patent No. 7,319,378 (collectively the "Licensors"). The Licensee and the Licensors are also singularly referred to herein as a "Party" and collectively referred to herein as the "Parties."

Licensors hereby provide Notice of Termination to Licensee of the Licensing Agreement, executed May 25, 2018, effective this 16th day of February, 2019, due to default by Licensee of a material obligation of said Agreement. Licensee is hereby given notice of default, pursuant Section 6(c) of the Licensing Agreement, and is given thirty (30) days in which to remedy the default.

Licensee has breached a material obligation of the License Agreement by failing to comply with Section 4(b) thereof, in that said Agreement requires "Licensee shall inform Licensors promptly in writing of any alleged infringement by anyone of the Licensed Patent and shall provide evidence indicating such infringement."

It must be noted that Licensee repeatedly failed to "inform Licensors promptly in writing of any alleged infringement" by Owl Cam of the licensed patent, despite Licensors' repeated requests.

Via email dated September 26, 2018, Licensee initially stated that "[Licensee] flew to Washington last month to meet with [his] lawyers, as [Licensee] have found a company who are developing a similar product..." and that "they are now aware we know of the project."

After Licensors learned of a potential infringer, Licensors requested information, via email dated September 27, 2018, specifically, asking Licensee "the name of the company and exactly what products they're producing, ... "the names, titles and contact information for the corporate officials ... communicated with." By email dated September 29, 2018, Licensee responded by stating that "regards to the company in question, they have not launched a product." Additionally, stating "the case is in hand at the moment, and offer to license to technology is made but no response just yet."

Despite Licensors' request (via email dated September 29, 2019) for specific, identifying information about the "potential infringing company, and citing Licensee's

**Compl. Exhibit B**

obligation under the Licensing Agreement, Section 4(b), Licensee still refused to provide the requested information, simply arguing that "at this stage [Licensee] have no evidence they will upgrade to an infringing product," adding, "As and when we have clear evidence of this we will indeed under our licence agreement contact [Licensors] with the details." See, email dated October 3, 2018.

On or about November 30, 2018, Licensors discovered a company known as Owl Cam that Licensors believed to be infringing and notified their attorneys. Cease and desist letters were submitted to Owl Cam.

Via email dated December 5, 2018, Licensors -- in the spirit of cooperation, despite having no obligation to do so -- notified Licensee of "possible infringers and [that Licensors] have decided to pursue an infringement case against them."

In response to Licensors' December 5, 2018 email Lensor responded (via email also dated December 5, 2018) stating "I am aware Owlcam.com is now selling [emphasis added]." This is the very first mention of the company, Owl Cam by Licensee -- however, still not confirming that Owl Cam was the same company Licensee identified as a "potential infringer" back in August 2018 -- a full four months prior.

Via email dated December 10, 2018, Licensee stated, "Owl are selling so you might as well pick up on that one too if you want too," again failing to affirmatively state that Owl Cam was the very same company Licensee identified and communicated with in August 2018.

It was not until Lensor pushed further, asking Licensee who was the original company Licensee thought to be infringing, did Licensee finally reveal it was Owl Cam all along, stating, "everything you need to know is on this website: *Owlcam.com*."

Due to Licensee's actions as aforementioned herein, it is determined that Licensee has breached the Licensing Agreement in a material manner, warranting termination

Pursuant to Section 6(c) of the License Agreement, Licensors hereby place Licensee on Notice of License Agreement Termination. Licensee has thirty (30) days after receipt of this notice of such default to remedy the breach to Licensors' satisfaction.

Respectfully submitted,



Mark Levy

ML/am

cc: Salaam Muhammad  
Markeith Boyd  
Shirley Lorraine Boyd